

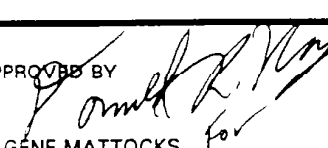
MANUAL CHANGE TRANSMITTAL

RW 0001 (REV. 10/93)

☒ R/W MANUAL CHANGE
(1993 Edition)

RWMC-23

☐ PROCEDURAL HANDBOOK
(1984 Edition)RWPH-_____
TRANSMITTAL# _____

TITLE	APPROVED BY 	DATE ISSUED September 22, 1995
UTILITIES	D. GENE MATTOCKS	PAGE 1 OF 2
SUBJECT AREA CHAPTER 13 UTILITIES FORMS	ISSUING UNIT UTILITIES RELOCATION BRANCH	
SUMMARY OF CHANGES Revises Forms RW13-1, RW13-2, RW13-8, RW13-9, RW13-13 and RW13-14		

PURPOSE

Revision of recorded forms to comply with new requirements regulating the format of recorded documents established under Assembly Bill 689. Also the titles used under signature lines have been updated to conform with current use.

BACKGROUND

To update and make current Chapter 13.

PROCEDURES

Note: In order to comply with the new law the forms must be reproduced in accordance with revised California Recording Laws effective July 1, 1994. All supplies of old forms should be destroyed since they do not comply with the new rules and county recorders may refuse to record them.

EFFECTIVE DATE

Effective immediately

MANUAL IMPACT

- Insert the attached form pages in the Manual.
- Record the action on the revision record.

REVISION SUMMARY

<u>Chapter</u>	<u>Remove Old Pages</u>	<u>Insert New/Revised Pages</u>	<u>Replaces Interim Change No.</u>
13	Form RW-13-1 (4/93)	Form RW-13-1 (Rev. 9/95)	NA
	Form RW13-2 (4/93)	Form RW13-2 (Rev. 9/95)	
	Form RW13-8 (4/93)	Form RW13-8 (Rev. 9/95)	
	Form RW13-9 (4/93)	Form RW13-9 (Rev. 9/95)	
	Form RW13-13 (4/93)	Form RW13-13 (Rev. 9/95)	
	Form RW13-14 (4/93)	Form RW13-14 (Rev. 9/95)	

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
JOINT USE AGREEMENT

Space above this line for Recorder's Use

Dist Co Rte Post

Document No. _____

THIS AGREEMENT, entered into this ____ day of _____, 19__, by and between _____, hereinafter called "Owner", and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement", and described as follows:

J.U.A. NO. _____

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of _____, County of _____ on State Road _____, hereinafter referred to as "highway right of way", which said highway right of way is subject to Owner's easement; and

WHEREAS, Owner's facilities on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and State desires to eliminate such interference or obstruction.

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. The location of Owner's easement so far as it now lies within said highway right of way be and it hereby is changed to the strip of land within said highway right of way hereinafter referred to as "new location", described as follows:

2. Owner will rearrange, relocate or reconstruct within said new location any of its facilities now installed pursuant to Owner's easement within said highway right of way and Owner does hereby surrender and quitclaim to the State all of Owner's right, title and interest under and by virtue of Owner's easement in the old location within said highway right of way and not included in said new location. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement both in the old location and in the new location within said highway right of way upon and subject to the terms and conditions herein contained.
3. State acknowledges Owner's title to Owner's easement in said new location and priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
- 4.

5. In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said new location the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and State will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Owner's facilities within said highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause an unreasonable interference with the use of said new location by the other party.
7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

J.U.A. NO. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

OWNER

Utility Reviewer

By _____

Chief, Utility Relocations Branch
Right of Way and Asset Management Program

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Program Manager
Right of Way and Asset Management Program
Attorney in Fact

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CONSENT TO COMMON USE AGREEMENT

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Dist Co Rte Post

Document No. _____

THIS AGREEMENT, entered into this ____ day of _____, 19__, by and between _____, hereinafter called "Owner", and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Owner is in possession of certain rights of way and easements, hereinafter referred to as "Owner's easement", and described as follows:

C.C.U.A. NO. _____

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of _____,
County of _____ on State Road _____, hereinafter referred to as "highway right of way", and

WHEREAS, the highway right of way occupies a portion of Owner's easement and is subject to said
easement which said portion is hereinafter referred to as "area of common use", and is described as follows:

NOW, THEREFORE, Owner and State hereby mutually agree as follows:

1. Owner hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Owner's easement in the area of common use upon and subject to the terms and conditions herein contained.
2. State acknowledges Owner's title to Owner's easement in said area of common use and the priority of Owner's title over the title of State therein. Owner has and reserves the right and easement to use, in common with the public's use of said highway, said area of common use for all of the purposes for which Owner's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Owner shall give reasonable notice to State before performing any work on Owner's facilities in said area of common use where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Owner shall make adequate provision for the protection of the traveling public.
- 3.

4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Owner's facilities then existing in said area of common use the State shall notify Owner in writing of such necessity and agree to reimburse Owner on demand for its costs incurred in complying with such notice. Owner will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Owner will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Owner shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Owner's facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Owner's easement within the highway right of way, (2) provide executed document(s) granting to Owner good and sufficient easement outside of the highway right of way if necessary to replace Owner's easement or any part thereof, and (3) reimburse Owner for any costs it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Owner shall acquire such easement.
5. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Owner's easement. Both State and Owner shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Owner or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Owner in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party.
6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

C.C.U.A. No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

OWNER

Utility Reviewer

By _____

Chief, Utility Relocations Branch
Right of Way and Asset Management Program

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Program Manager
Right of Way and Asset Management Program
Attorney in Fact

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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JOINT USE AGREEMENT - SOUTHERN CALIFORNIA EDISON

Dist Co Rte Post

Document No. _____

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between
SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the
STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Company is in possession of certain rights of way and easements, hereinafter referred to
as "Company easement", and described as follows:

J.U.A. No. _____

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of _____, County of _____ on State Road _____, hereinafter referred to as "highway right of way", which said highway right of way is subject to Company's easement; and

WHEREAS, the Company's facilities on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said highway, and State desires to eliminate such interference or obstruction.

NOW, THEREFORE, Company and State hereby mutually agree as follows:

1. The location of Company's easement so far as it now lies within the said highway right of way be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", described as follows:

2. Under and by virtue of Utilities Agreement No. _____, dated _____, executed by the parties hereto, Company has heretofore rearranged, relocated or reconstructed or will rearrange, relocate or reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way, and Company does hereby surrender and quitclaim to State all of Company's rights, title and interest under and by virtue of Company's easement in the old location within said highway right of way and not included in said new location. Company hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Company's easement both in the old location and in the new location within said highway right of way upon and subject to the terms and conditions herein contained.
3. State acknowledges Company's title to Company's easement in said new location and priority of Company's title over the title of State therein. Company has and reserves the right and easement to use, in common with the public's use of said highway, said new location for all the purposes for which Company's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Company shall give reasonable notice to State before performing any work on Company's facilities in said new location where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Company shall make adequate provision for the protection of the traveling public.
- 4.

5. In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said area of common use the State shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and State will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any subsequent relocation of Company's facilities within said highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement outside of the highway right of way if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Company shall acquire such easement.
6. State agrees to reimburse Company for any loss it may suffer because of any lack of or defect in State's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by State outside of said highway right of way, to which Company relocates its facilities pursuant to Paragraph 5 hereof, and State agrees that if Company is ever required to relocate its facilities because of any such lack or of defect in title, State shall reimburse Company for the cost of relocating its facilities and any other reasonable cost arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. State shall not reimburse Company for any loss caused by Company's own fault or negligence.
7. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both State and Company shall use said new location in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. Insofar as it may legally do so, the State agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said highway by the State or its contractors, and that, if necessary, State will protect Company's facilities against any such damage.
8. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

J.U.A. No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

**SOUTHERN CALIFORNIA
EDISON COMPANY**

Utility Reviewer

By _____

By _____

Chief, Utility Relocations Branch
Right of Way and Asset Management Program

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Program Manager
Right of Way and Asset Management Program
Attorney in Fact

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

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CONSENT TO COMMON USE AGREEMENT - SOUTHERN CALIFORNIA EDISON

Dist Co Rte Post

Document No. _____

THIS AGREEMENT, entered into this _____ day of _____, 19____, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the STATE OF CALIFORNIA, acting by and through its Department of Transportation, hereinafter called "State".

WITNESSETH

WHEREAS, Company is in possession of certain rights of way and easements, hereinafter referred to as "Company's easement", and described as follows:

C.C.U.A. No. _____

and

WHEREAS, State has acquired certain lands for highway purposes in the vicinity of _____,
County of _____ on State Road _____, hereinafter referred to as "highway right of way";
and

WHEREAS, the highway right of way occupies a portion of Company's easement and is subject to
said easement which said portion is hereinafter referred to as "area of common use", and is described as
follows:

NOW, THEREFORE, Company and State hereby mutually agree as follows:

1. Company hereby consents to the construction, reconstruction, maintenance or use by State of a highway over, along and upon Company's easement in the area of common use upon and subject to the terms and conditions herein contained.
2. State acknowledges Company's title to Company's easement in said area of common use and the priority of Company's title over the title of State therein. Company has and reserves the right and easement to use, in common with the public's use of said highway, said area of common use for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from State. Except in emergencies, Company shall give reasonable notice to State before performing any work on Company's facilities in said area of common use where such work will be performed in, on or over the traveled way or improved shoulders of said highway or will obstruct traffic. In all cases, Company shall make adequate provision for the protection of the traveling public.
- 3.

4. In the event that the future use of said highway shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said area of common use the State shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide State with plans of its proposed rearrangement and an estimate of the cost thereof and, upon approval of such plans by State, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall make adequate provisions for the protection of the traveling public. No further permit or permission from State for such rearrangement shall be required and if such rearrangement shall require the relocation of any of Company's facilities outside of said area of common use, State will (1) enter into the standard form of Joint Use Agreement covering the new location of Company's easement within the highway right of way, (2) provide executed document(s) granting to Company a good and sufficient easement outside of the highway right of way if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement, provided it is mutually agreed in writing that Company shall acquire such easement.
5. State agrees to reimburse Company for any loss it may suffer because of any lack of or defect in State's title to any subsequent location within said highway right of way, or in the title to any easement provided by State outside of said highway right of way, to which Company relocates its facilities pursuant to Paragraph 4 hereof, and State agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, State shall reimburse Company for the cost of relocating its facilities and any other reasonable cost arising therefrom, such as, but not limited to costs to acquire any right of way required for such relocation. State shall not reimburse Company for any loss caused by Company's own fault or negligence.
6. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both State and Company shall use said area of common use in such a manner as not to interfere unreasonably with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or State may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either State or Company in such a manner as to cause an unreasonable interference with the use of said area of common use by the other party. Insofar as it may legally do so, the State agrees that Company's facilities shall not be damaged by reason of the construction, reconstruction or maintenance of said highway by the State or its contractors, and that, if necessary, State will protect Company's facilities against any such damage.
7. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

C.C.U.A. No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their respective officials thereunto duly authorized.

RECOMMENDED FOR APPROVAL:

SOUTHERN CALIFORNIA
EDISON COMPANY

Utility Reviewer

By _____

Chief, Utility Relocations Branch
Right of Way and Asset Management Program

By _____

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Program Manager
Right of Way and Asset Management Program
Attorney in Fact

CERTIFICATE OF COMMON USE - WATER RESOURCES-OWNED LAND

RW 13-13 (Rev. 9/95)

CERTIFICATE OF COMMON USE

DEPARTMENT OF WATER RESOURCES CERTIFICATE OF COMMON USE

(WATER RESOURCES-OWNED LAND)

THIS AGREEMENT, entered into this ____ day of _____, 19____, by and between the DEPARTMENT OF WATER RESOURCES, hereinafter called "Water Resources" and the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF TRANSPORTATION, hereinafter called "Highways".

WITNESSETH:

WHEREAS, Water Resources is the owners in possession of certain real property, hereinafter referred to as "Water Resources' right of way", and described as follows:

CERTIFICATE OF COMMON USE (Cont.)

RW 13-13 (Rev. 9/95)

Page 2 of 4

and

WHEREAS, Highways has acquired certain lands for highway purposes in the vicinity of _____,
County of _____, on State Road _____, hereinafter referred to as "Highway", which said
lands traverse a portion of Water Resources' right of way, hereinafter referred to as "area of common use", and
described as follows:

CERTIFICATE OF COMMON USE (Cont.)

RW 13-13 (Rev. 9/95)

Page 3 of 4

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, Water Resources and Highways do hereby mutually agree as follows:

1. Water Resources hereby consents to the construction, reconstruction, maintenance or use of by Highways of a highway over, along and upon Water Resources' right of way in the area of common use.
 2. Water Resources shall comply with the access control and surface use restrictions as promulgated by the State Highway Engineer.
 3. Highways acknowledges Water Resources' title in Water Resources' right of way in said area of common use and the priority of Water Resources' title over the title of Highways therein.
 4. In the event that the future use of Water Resources' facilities shall at any time or times necessitate rearrangement, relocation, or reconstruction of any of Highways' facilities then existing in said area of common use, Water Resources shall notify Highways in writing of such necessity and Highways agrees to promptly proceed to effect such rearrangement, relocation or reconstruction of its facilities within the area of common use at no cost to Water Resources.
 5. Highways shall pay the cost of any construction, rearrangement, modification, alteration or relocation of Water Resources' facilities in the area of common use when such construction, rearrangement, modification, alteration or relocation is attributable to Highways' facilities being located within Water Resources' right of way. Highways shall pay the entire cost of replacement of any siphon, flume or other structures constructed by Water Resources when such construction was attributable to Highways' facilities being within Water Resources' right of way. Water Resources shall pay the cost of minor repair and maintenance of such siphon, flume or other structure.
 6. Highways shall submit to Water Resources for construction, reconstruction, modification or alteration, by Highways, of its facilities in the area of common use, which approval shall not be unreasonably withheld.
 7. Highways shall maintain, repair and replace its facilities located in the area of common use at its sole expense.
 8. Highways, when working within Water Resources' right of way shall comply with the following provisions:
 - (a) Except in emergencies, Highways shall give reasonable notice to Water Resources before performing any work in the area of common use, where such work will be performed in or on any facilities of Water Resources. In all cases, Highways shall make adequate provision for the protection of such facilities as is required by Water Resources.
 - (b) All work shall be planned and carried out so that there will be minimum inconvenience to the users of the water conveyed by such facilities of Water Resources.
 - (c) All work shall conform to recognized standards of construction and shall be subject to inspection by Water Resources.
-

CERTIFICATE OF COMMON USE (Cont.)

RW 13-13 (Rev. 9/95)

Page 4 of 4

9. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any portion of Water Resources' title to its right of way. Both Water Resources and Highways shall use said area of common use in such a manner as not to unreasonably interfere with the rights of the other.
10. No rights of Highways pursuant to or under this Agreement shall or can be assigned or otherwise transferred except upon the express written consent of Water Resources, and the assumption in writing by the proposed assignee or transferee of the obligations of Highways contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

Recommended for approval:

DEPARTMENT OF WATER RESOURCES

Right of Way and Asset Management Program

By _____

Program Manager
Right of Way and Asset Management Program

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Deputy Director

CERTIFICATE OF COMMON USE

DEPARTMENT OF WATER RESOURCES CERTIFICATE OF COMMON USE

(STATE-OWNED LAND)

THIS AGREEMENT, entered into this ____ day of _____, 19__, by and between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF TRANSPORTATION, hereinafter called "Highways," and the DEPARTMENT OF WATER RESOURCES, hereinafter called "Water Resources".

WITNESSETH:

WHEREAS, Highways is the owners in possession of certain real property, hereinafter referred to as "Highways' right of way", and described as follows:

CERTIFICATE OF COMMON USE (Cont.)

RW 13-14 (Rev. 9/95)

Page 2 of 4

and

WHEREAS, Water Resources has acquired certain lands for its water projects in the vicinity of _____, County of _____, hereinafter referred to as "water facility", which said water facility will traverse a portion of Highways' right of way, hereinafter referred to as "area of common use", and described as follows:

CERTIFICATE OF COMMON USE (Cont.)

RW 13-14 (Rev. 9/95)

Page 3 of 4

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, Highways and Water Resources do hereby mutually agree as follows:

1. Highways hereby consents to the construction, reconstruction, maintenance or use, by Water Resources, of its facilities across Highways' right of way in the area of common use.
 2. Water Resources shall comply with the access control and surface use restrictions as promulgated by the State Highway Engineer.
 3. Water Resources acknowledges Highways' title in Highways' right of way in said area of common use and the priority of Highways' title over the title of Water Resources therein.
 4. In the event that the future use of highway shall at any time or times necessitate rearrangement, relocation, or reconstruction of any of Water Resources' facilities then existing in said area of common use, Highways shall notify Water Resources in writing of such necessity and Water Resources agrees to promptly proceed to effect such rearrangement, relocation or reconstruction of its facilities within the area of common use at no cost to Highways.
 5. Water Resources shall pay the cost of any construction, rearrangement, modification, alteration or relocation of Highways' facilities in the area of common use when such construction, rearrangement, modification, alteration or relocation is attributable to Water Resources' facilities being located within Highways' right of way. Water Resources shall pay the entire cost of replacement of any bridge or other structure constructed by Highways when such construction was attributable to Water Resources' facilities being within Highways' right of way. Highways shall pay the cost of minor repair and maintenance of such bridge or other structure.
 6. Water Resources shall submit to Highways for approval, construction, all plans and specifications of any proposed construction, reconstruction, modification or alteration, by Water Resources of its facilities in the area of common use, which approval shall not be unreasonably withheld.
 7. Water Resources shall maintain, repair and replace its facilities located in the area of common use at its sole expense.
 8. Water Resources, when working within Highways' right of way shall comply with the following provisions:
 - (a) Except in emergencies, Water Resources shall give reasonable notice to Highways before performing any work in the area of common use, where such work will be performed in or on the traveled way or improved shoulders of the highway, or will obstruct traffic.
 - (b) In all cases, Water Resources shall make adequate provision for the protection of the traveling public and provide such barricades and safety devices as are required on State highway construction projects.
 - (c) All work shall be planned and carried out so that there will be minimum inconvenience to the traveling public.
 - (d) All work shall conform to recognized standards of construction and shall be subject to inspection by Highways.
-

CERTIFICATE OF COMMON USE (Cont.)

RW 13-14 (Rev. 9/95)

Page 4 of 4

9. Except as expressly set forth herein, this Agreement shall not in any way alter, modify or terminate any portion of Highways' title to its right of way. Both Water Resources and Highways shall use said area of common use in such a manner as not to unreasonably interfere with the rights of the other.
10. No rights of Water Resources pursuant to or under this Agreement shall or can be assigned or otherwise transferred except upon the express written consent of Highways, and the assumption in writing by the proposed assignee or transferee of the obligations of Water Resources contained herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized.

Recommended for approval:

DEPARTMENT OF WATER RESOURCES

Right of Way and Asset Management Program

By _____

Program Manager
Right of Way and Asset Management Program

By _____

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED AS TO FORM AND PROCEDURE:

Director of Transportation

Attorney, Department of Transportation

By _____
Deputy Director